

000006145

EG&G ROCKY FLATS, INC  
ROCKY FLATS PLANT, P O BOX 464, GOLDEN COLORADO 80402 0464 • (303) 966 7000

92-RF-10744

**USE AGREEMENT FOR OFFSITE SAMPLING - MG-048-92**

**Dear James**

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No. 3 (OU 3). This letter contains a request for access with enclosures that describes general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

**I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise**

Please review the enclosed Use Agreement Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

**M Guillaume, OU 3 Manager**  
**EM/Remediation Programs Division**

dmf

**Enclosures  
As Stated**

cc  
Administrative Record

**ADMIN RECCRD**

**SW-A-003573**

[illegible]

**CLASSIFICATION**

UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER  
 AT SIGNATURE  
 applicable per  
 classification  
 DATE office  
 exemption  
 IN REPLY TO REF CG NO

ACTION ITEM STATUS  
☐ OPEN ☐ CLOSED  
☐ PARTIAL

LTP APPROVALS **END**  
WJB **WJB**  
ORIG & TYPIST INITIALS

MG/dmt  
FF-464532 (Rev. 4/92)

CORRES CONTROL  
OUTGOING LTR NO

13 RF 0504

## EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC

ROCKY FLATS PLANT, P O BOX 464, GOLDEN COLORADO 80402-0464 • (303) 966 7000

January 13, 1993

93-RF-0504

Louis Smith  
7950 Indiana Street  
Golden, CO 80403

### USE AGREEMENT FOR OFFSITE SAMPLING - MG-001-93

Dear Louis

As discussed in our telephone conversation, I am requesting access to Frank and James Rogers' property on behalf of the Department of Energy/Rocky Flats Office (DOE/RFO) to obtain a small soil sample to support an Environmental Investigation. As you hold the lease on this property, I am requesting your permission as well. A soil sample from this property would help support the environmental investigation by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder Counties and local cities representatives.

This letter is a request for access with enclosures that describe general information on the sampling activities, a map showing the proposed sampling locations, and a Use Agreement for signature. After reviewing this Use Agreement, modifications can be made to address specific concerns. If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files.

I understand from conversations with James Rogers that your past experience with soil samplers from Rocky Flats was not positive. I am sending the paperwork for your review and I will call on Tuesday, January 19, to make an appointment to visit you. I would like to discuss previous sampling problems and ways to avoid repeating those problems. It is my intention that past mistakes will not be repeated.

If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

M. Guillaume, OU 3 Manager  
Remediation Programs Division

dmt

Enclosures  
As Stated

cc  
Administrative Record

1/19 - called LEFT MESSAGE

1/27 - called LEFT MESSAGE

2/19 - called LEFT MESSAGE

3/8 -

DIST	LTR	ENC
BENJAMIN A		
BERMAN H S		
BRANCH D B		
CARNIVAL G J		
COPP R D		
DAVIS J G		
FERRERA D W		
HANNI B J		
HARMAN L K		
HEALY T J		
HILBIG J G		
DEKER E H		
KERSH J M		
KIPPY W A		
KUESTER A W		
LEE E M		
MANN H P		
MARX G E		
MCDONALD M M		
MCKENNA E G		
MONTROSE J K		
MORGAN R V		
POTTER G L		
PIZZUTO V M		
RILEY J H		
SANDLIN N B		
SHEPHER R I		
STEWART D L		
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William M X		
Waddy M X		
DOES CONTROL	x	x
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#### CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER

SIGNATURE

DOCUMENT CLASSIFICATION

VIEW WAIVER PER

CLASSIFICATION OFFICE

REPLY TO RFP CC NO

CTION ITEM STATUS

OPEN ☐ CLOSED

☐ PARTIAL

TR APPROVALS

158 MS/B

RIG & TYPIST INITIALS

MG/dmt

469 20 272



EG&G ROCKY FLATS, INC  
ROCKY FLATS PLANT, P O BOX 464, GOLDEN COLORADO 80402 0464 - (303) 966 7000

August 3, 1993

93-RF-9541

Edward Pietsch, Chief  
Property and Information Management Branch  
DOE, RFO

Attn S Schiesswohl

**TRANSFER OF OFFSITE ACCESS PERMITS FOR OPERABLE UNIT NO 3 REMEDIAL  
INVESTIGATION FIELDWORK - WSB-321-93**

Attached are access permits obtained for the Operable Unit No 3 (OU 3) offsite Remedial Investigation (RI) fieldwork. These permits are the last permits anticipated for OU 3. Two original copies of each owners permit are attached, one signed original should be returned to Michael Guillaume of my staff for return to the landowner.

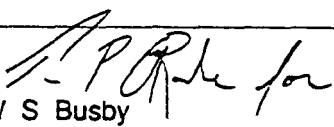
Under Part 39 of the Interagency Agreement, the Department of Energy is required to provide a copy of the signed agreements to EPA and CDH. After obtaining all access agreements for the OU Remedial Investigation, a copy of each permit will be provided to the regulatory agencies.

Permits for the following landowners are attached

Ball Corporation  
Frank and James Rogers

If you have any question regarding these permits, please call M Guillaume of Remediation Project Management at 966-8557

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W S Busby  
Acting Director  
ERM/Remediation Project Management

MG dmf

Ong and 1 cc - Edward Pietsch

Attachments  
As Stated

cc  
R H Birk - DOE, RFO

Use Agreement No  
U.S. Department of Energy  
Interagency Agreement  
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Frank and James Rodgers (hereinafter referred to as the "Grantor"),

WITNESSETH THAT:

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991: and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A;

NOW THEREFORE, it is agreed that.

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors.

2. The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds.
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement.
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No.

5. Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty. DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement.

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor.

6. The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR).
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
8. If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No.

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR.

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

By: James M. Rodgers  
Frank A. Rodgers Jr

By: Steven R. Schiesswohl

Steven R. Schiesswohl  
RFO Realty Officer  
Property & Information  
Management Branch

Rocky Flats Office  
P.O. Box 928  
Golden, Colorado  
80402-0928

Date 10/18/92

Date. 9/3/93

Concurred by EG&G Rocky Flats, Inc.  
DOE Contractor, contract number  
DE-AC04-90DP62349

By: N. W. W. W.

Title Acting ACN-ERH

Date: 8/11/93

Consented to.

Names

Interest

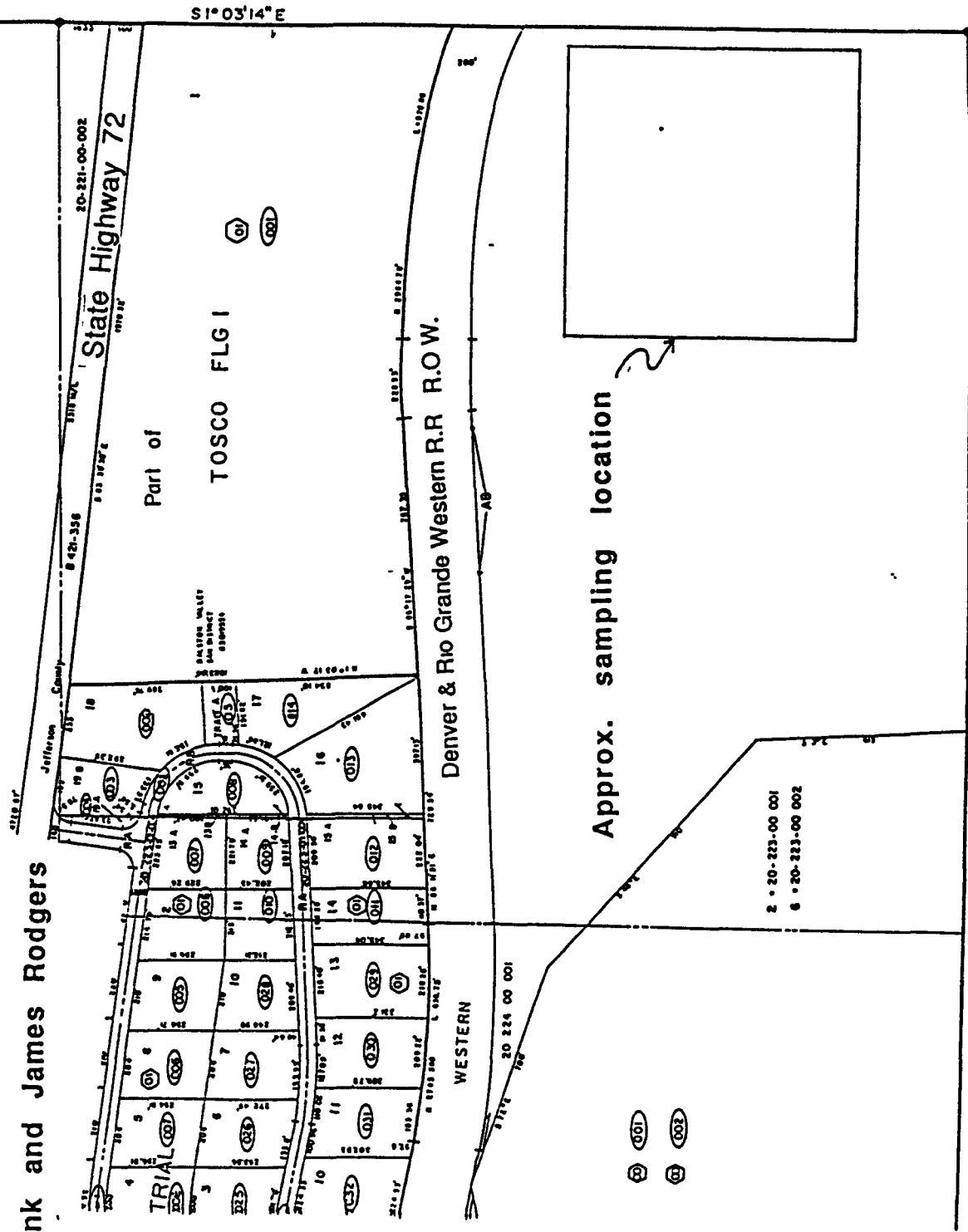
Signature

Jacobs Smith

5/13/93

Exhibit A: Map  
 SE1/4 of SE1/4 of Section 22  
 T.2S. R.70W.  
 Proposed Sampling Location  
 PT 12892  
 Owner: Frank and James Rodgers

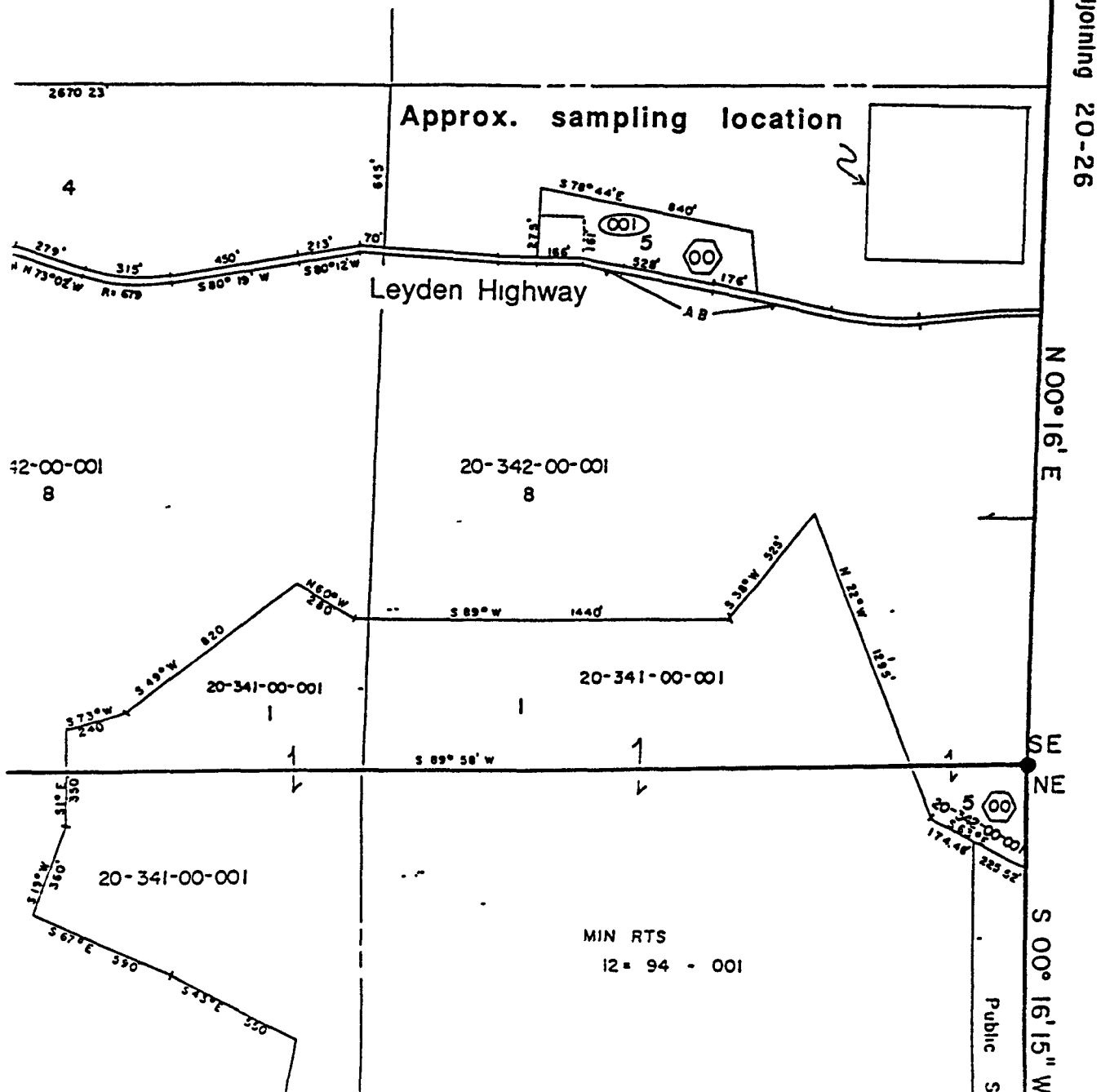
EXHIBIT A  
 page 1 of 2





**Owner: Frank and James Rodgers**

page 2 of 2



## EXHIBIT B

### OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Frank and James Rodgers

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows the location of the sampling activity. The sample location will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on the Rodgers property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

Route 1, Box 79

Deeds, Idaho 83323

October 19, 1992

Dear Michael,

Sorry for the delay in getting this back to you. The pressure of harvest kept me from getting my brother's signature earlier.

I have contacted the two parties, that lease this land from us, about your tests & sampling. Altho they are somewhat reluctant, they did agree to cooperate. If you need their signatures on the agreement, it would be faster for you to get them, as you are in the immediate area. They are:

Louis Smith, Golden Colorado (303) 424 2012

West Gas, Bill Uding, Denver (303) 571 7511

or Jim McCormick (303) 572-4251.

Sincerely,

James M Rodgers

## EXHIBIT B

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DE ORDER# \_\_\_\_\_  
73 RF 13918



93-RF-13918

Mr James Rodgers  
Route 1, Box 79  
Declo, ID 85323

**USE AGREEMENT FOR OFFSITE SAMPLING - MG-039-93**

Dear James

I have enclosed your copy of the Use Agreement with the Department of Energy (DOE) with original signatures for your records. I appreciate your cooperation in obtaining access to this property. Analysis results from soil samples obtained from this property will help support an important environmental study.

I will send you the results of the lab analysis as soon as they becomes available I will also send a copy of the report to Louis Smith If you should have further questions, please feel free to call me at 966-8557

Sincerely,

Mike Lee

**M Guillaume**  
**Operable Unit 3 Project Manager**  
**Remediation Project Management**

dql

**Enclosures  
As Stated**

## CLASSIFICATION

ONI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER  
SIGNATURE

~~DOCUMENT CLASSIFICATION~~  
~~REVIEW WAIVER PER~~  
~~AT~~ CLASSIFICATION OFFICE

REPLY TO RFP CC NO

SECTION ITEM STATUS  
PARTIAL/OPEN  
☐ CLOSED

## TR APPROVALS

RIG &amp; TYPIST INITIALS

mg del

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46489 (Rev 9/93)